

DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
1490 CAPE COD DRIVE CONDOMINIUM

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CERTIFICATE OF AUDITOR

I hereby certify that a copy of this Declaration, with Drawings and Bylaws attached, was filed with this office on the 20th day of June, 1997.

Jack Reiner (LR)
Auditor, Richland County, Ohio

Richland County Recorder's Office
Sarah M. Davis, Recorder
06/20/1997 01:53PM Amt:166.00
Inst:CONDO File No:67563
Vol:516 Pg:26-65
1st Party:HUNSINGER WALTER W
2nd Party: #1490 CAPE COD DRIVE CON
Return To:MABEE & MILLS

TRANSFERRED
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COUNTY AUDITOR
6-20-97 \$2.00 (LR)

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DECLARATION

This is the Declaration of 1490 CAPE COD DRIVE CONDOMINIUM made on or as of the 18th day of June, 1997, pursuant to Chapter 5311 of the Revised Code of Ohio, by Walter W. Hunsinger and Linda Hunsinger, Husband and Wife, of 1902 Park Avenue East, Mansfield, Ohio, and hereinafter known as "Declarant".

WHEREAS, Declarant is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto; and,

WHEREAS, it is the desire of Declarant to create of this property located in the City of Mansfield, Richland County, Ohio, a site of four (4) individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the provisions of Chapter 5311 of the Revised Code of Ohio; and,

WHEREAS, the terms used in this document shall have these meanings unless the context requires otherwise:

"Unit" means a part of the condominium property consisting of one or more rooms on one or more floors of a building and designated as a unit in this Declaration and delineated on the Drawings attached hereto and marked "Exhibit A".

"Unit Owner" means a person or those persons who own a condominium ownership interest in a Unit.

"Condominium Ownership Interest" means a fee simple estate in a Unit, together with an appurtenant undivided interest in the common areas and facilities.

"Condominium Property" means land, all buildings, improvements, and structures on the land, all easements, rights, and appurtenances belonging to the land, and all articles of personal property submitted to the provisions of Chapter 5311 of the Revised Code of Ohio.

"Unit Owners Association" means the organization of all the owners of Units in the Condominium Property that administers the Condominium Property.

"Board of Managers" means those persons who, as a group, serve as the Board of Trustees of 1490 Cape Code Drive Condominium.

"Common Areas and Facilities" means all of the Condominium Property, except that portion thereof described in this Declaration as constituting a Unit, and is that portion of the Condominium Property constituting "Common Areas and Facilities" of the Condominium under the provisions of Chapter 5311 of the Revised Code of Ohio.

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“Limited Common Areas and Facilities” means the Common Areas and Facilities designated in this Declaration as reserved for the use of the lawful occupants of a certain Unit or Units to the exclusion of the lawful occupants of the other Units.

“Person” means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of this property under and pursuant to Chapter 5311 of the Revised Code of Ohio:

1. Land Description. The legal description of the land constituting a part of the Condominium Property submitted to the provisions of Chapter 5311 of the Revised Code of Ohio is as follows:

Situated in the City of Mansfield, County of Richland and State of Ohio and being Lot Number 22795 of the consecutively numbered lots of the City of Mansfield as shown in the Richland County Recorder’s Plat Book 26, Page 155.

2. Name. The Condominium Property subject to this Declaration shall be known as the 1490 Cape Cod Drive Condominium.

3. Purpose. This Declaration is being made to establish separate individual parcels from the Condominium Property, to which fee simple interest may be conveyed, for use for single-family residential living and purposes necessarily incidental thereto, and for no other purpose; to establish a unit owners’ association to administer the Condominium; to provide for the preservation of the values of Units and the Common Areas; to provide for and promote the benefit, enjoyment, and well being of Unit Owners and occupants; to administer and enforce the covenants, easements, charges, and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes. and for no other purpose.

4. Restrictions.

A. Each Unit shall be used only as a private dwelling place for a single-family and for purposes necessarily incidental thereto. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit or nonprofit, shall be conducted, maintained or permitted on any part of the Condominium Property, except that residents of any Unit may use a portion of their Unit for an office or a studio other than a music studio, provided that such use shall not involve the rendering of personal services upon any part of the Condominium Property to one or more customers, clients, patients or other persons who come to such Unit or to any other part of the Condominium Property, and further provided that such use shall not interfere with the quiet enjoyment of any

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part of the Condominium Property by any other resident thereof. The Declarant further reserves for itself, its agents, employees, successors, and assigns, the right to use one or more Units for business and promotional purposes, including but not limited to office and clerical use, sales activities, the display of model units and other uses incidental to the sale or other disposition of any Units of the Condominium Property.

B. Each Unit shall be maintained and kept in good order and repair by the Unit Owner. There shall be no obstruction of the Common Areas and Facilities, nor shall anything be stored in the Common Areas and Facilities, without the prior consent of the Unit Owners Association, except as hereinafter expressly provided. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas and Facilities except in accordance with rules and regulations therefor adopted by the Unit Owners Association. The Common Areas and Facilities shall not be used for any purpose which would adversely affect the health, safety, welfare, convenience, comfort, recreation, enjoyment or benefit of the Unit Owners or occupants of the Condominium Property.

C. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance of the Condominium Property or contents thereof or the Common Areas and Facilities. No Unit Owner shall permit anything to be done or kept in a Unit or the Common Areas and Facilities which will result in the cancellation of insurance on the Condominium Property or contents thereof or which would be in violation of any law. No waste will be committed on the Condominium Property or the Common Areas and Facilities.

D. No noxious or offensive activity or nuisance of any kind or character shall be committed, suffered or maintained in any Unit or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. The performance of mechanical work on a vehicle and the parking of inoperable or unlicensed motor vehicles on the Common Areas and Facilities or the Limited Common Areas and Facilities of the Condominium Property in violation of rules and regulations promulgated by the Unit Owners Association relating thereto shall constitute nuisances per se, and the Board of Managers shall have the authority to remove any such vehicle at the owner's expense at any time twenty-four (24) hours or more after a notice has been placed thereon demanding its removal.

E. No structure of a temporary character, trailer, tent, shack, garage, accessory building or outbuilding shall be used on the Condominium Property at any time as a residence, either temporary or permanent. No recreational vehicle, truck, boat or trailer shall be parked or stored at any time on the Common Areas and Facilities or the Limited Common Areas and Facilities, except that same may be stored in the attached garages if the garage doors can be completely closed and in areas which may be designated by and pursuant to rules and regulations presently or hereafter adopted by the Unit Owners Association. The parking of all other vehicles on the Common Areas and Facilities is also subject to all rules and regulations which are promulgated by the Board of Managers or the Unit Owners Association from time to time.

F. No animals, including but not limited to, rabbits, livestock, fowl and poultry of any kind, shall be raised, bred, or kept in any Unit or on the Common Areas and Facilities, except a reasonable number of household pets which do not annoy or disturb other residents of the Condominium Property may be kept for other than commercial purposes, subject to the rules and regulations adopted by the Unit Owners Association. If the pet is a dog, then "reasonable" as used herein, shall be deemed to be one (1) such dog only. The right of a Unit Owner to keep or maintain any animal in a Unit or on the Common Areas and Facilities is subject to termination if the Board of Managers determines, after a hearing conducted after service upon such Owner of a written notice thereof delivered at least ten (10) days in advance of the hearing at which such Owner will be provided a reasonable opportunity to be heard, that maintenance of the animal constitutes a nuisance.

G. Nothing shall be hung, placed, displayed or painted on the outside or inside of any windows, on the outside walls or roof of any building on the Condominium Property, or on a patio or porch which is visible to the public (including without limitation, signs, awnings, canopies, shutters, antennae, satellite dishes and decorative ornaments), other than those originally provided by the Declarant, without the prior consent of the Unit Owners Association, except signs, not exceeding one in number for each Unit, advertising Units for sale or rent, directional signs and signs respecting the use of the Common Areas and Facilities. Provided, however, the Declarant reserves for itself, its agents, employees, successors and assigns, the right to place signs advertising Units for sale or rent on any unsold or unoccupied on any part of the Condominium Property.

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H. Nothing shall be done in any Unit or in, on, or to the Common Areas and Facilities which will impair the structural integrity of the Condominium Property or which would structurally change the Condominium Property.

I. Nothing shall be altered or constructed in or removed from the Common Areas and Facilities except as herein provided and except upon the written consent of the Unit Owners Association. Further, to the extent that any Limited Common Areas and Facilities are within areas that are subject to easements for access, utilities and drainage purposes, no Unit Owner shall build, paint or install any structure, painting or improvement in those areas which might damage or interfere with that access, utility or drainage use.

J. No workshops shall be operated or maintained in any part of a Unit. The operation or use of power tools in any such Unit or on any part of the Common Areas and Facilities shall be subject to rules and regulations presently in effect or hereafter adopted by the Unit Owners Association.

K. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Areas and Facilities. Trash, garbage, debris, and other waste materials shall not be dumped, deposited or permitted to remain on any part of Common Areas and Facilities, except in receptacles maintained for the purpose of waste collection and disposal. No open fires shall be permitted on any part of the Common Areas and Facilities except in outside cooking grills or similar devices.

L. No Unit Owner shall decorate, landscape or adorn said garage, porch or stoop in any manner contrary to the rules and regulations as may be established therefor by the Association, unless the written consent of the Association is first obtained.

M. No Unit may be rented or used for transient or hotel purposes. Leases pertaining to Units must be in writing, must be for an entire Unit or Units, and must provide for lease terms of not less than twelve (12) months. Other than the foregoing obligations, the owners of the respective Units shall have the right to lease the same, provided that said lease is made subject to the covenants and restrictions of this Declaration.

5. General Description of Building. The building constituting a part of the Condominium Property submitted to the provisions of Chapter 5311 of the Revised Code of Ohio is a single-story residential building containing four (4) side-by-side independent dwelling units with each Unit having a basement and an attached two (2) car garage on a four-inch concrete slab floor. The residential building is wood-framed construction with brick veneer and vinyl siding exterior. The roof is pitched with fiberglass shingle covering. The entry doors are steel

clad in the front and in the rear at the basement at a ground level walk-out onto a four-inch concrete patio. There is a vinyl sliding glass door onto a first floor treated lumber deck at the rear of each Unit. Each garage has a steel overhead door with garage door opener. The windows are vinyl double hung and/or single hung with insulated glass. The residential building, concrete drive, sidewalks, patios, and decks are of new construction and are in very good condition with no major or minor deficiencies or will be in such condition upon their completion. These improvements will be substantially completed on or about May 31, 1997.

6. Description of Units. The four (4) units in the residential condominium building are designated such that facing the front of the building, "Unit 4" is situated on the right end of the building, "Unit 3" is situated to the immediate left of Unit 4, "Unit 2" is situated to the immediate left of Unit 3, "Unit 1" is situated to the immediate left of Unit 2, and on the left side of the building. Said units correspond with and have been assigned the following house numbers on Cape Cod Drive: Unit 4 — 1490, Unit 3 — 1492, Unit 2 — 1494, Unit 1 — 1496. Units 1 and 4 each contain 1,246 square feet of space, more or less, and Units 2 and 3 each contain 1,450 square feet of space, more or less, on the first floor, not including the basement, the attached patios and decks to which each Unit has immediate access and the double car garage attached to each Unit. Each unit contains a great room, dining area, kitchen, laundry room, master bedroom, a guest bedroom, two (2) full baths, entry, attached two (2) car garage and an unfinished basement. Each unit has a gas, forced air heating system, central air-conditioning, electric water heater, and a gas log fireplace. The gas, electric and water service for each unit is metered separately. Floor plans of each of the four (4) Units as originally designed and built are included in the Drawings which are a part of this Declaration. Each of the four (4) Units consists of the space in the building that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor, and unfinished interior surface of ceiling, all projected, if necessary by reason of structural divisions such as interior walls, other partitions, and roof rafters, to constitute a complete inclosure of space, and all improvements within that space.

The exact layout and dimensions of such Units are shown on the Drawings which are attached hereto as "Exhibit A" and are incorporated herein, and include, without limitation, the following:

- A. The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and any other finishing material applied to floors, ceilings, and interior and perimeter walls;

- B. All windows, screens and doors, including the frames, sashes and jams, and the space occupied thereby;
- C. All fixtures located within the bounds of a Unit installed in and for the exclusive use of said Unit commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof;
- D. All control knobs, switches, thermostats and base plugs, floor plugs, and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein, together with the space occupied thereby;
- E. All space between interior walls, including the space occupied by structural or component parts of the building and by utility pipes, wires, ducts and conduits;
- F. All plumbing, electric, heating, cooling, and other utility or service lines, pipes, wires, ducts, or conduits which serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit;

But excluding therefrom, all of the following items located within the bounds of the Unit described above:

- A. Any part of the structure contained in all interior walls and structural and component parts of perimeter walls;
- B. All vent covers, grills, plate covers and other coverings of space which are not part of the Unit as defined above;
- C. All plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, and conduits which serve any other Unit;
- D. Supporting walls, fixtures and other parts of the building that are within the boundaries of a Unit, but which are necessary for the existence, support, maintenance, safety or comfort of any other part of the Condominium Property and are not part of the Unit.

7. Description of Common Areas and Facilities and Limited Common Areas and Facilities. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, not included within the Units shall be Common Areas and Facilities. Of these Common Areas and Facilities, the doorsills, the decks and the patios adjacent to each Unit are Limited Common Areas and Facilities and are reserved for the exclusive use of the unit or units from which there is direct access to each such Limited Common Area and Facility or which such Limited Common Area and Facility is designed to serve. Those portions of the Common Areas and Facilities deemed to be Limited Common Areas and Facilities are designated as such on Exhibit A.

The Common Areas and Facilities shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release

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any rights in the Common Areas and Facilities. Further, the undivided interest in the Common Areas and Facilities of a Unit shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the Deed, Mortgage, Lease or other instrument of conveyance or encumbrance.

The percentage of ownership of the Common Areas and Facilities attributable to the ownership interest of each Unit shall be based on each Unit having an equal par value of one, meaning that each Unit has an equal undivided interest on the date that this Declaration is originally filed for record and shall be as follows:

Unit 1	25%	Unit 3	25%
Unit 2	25%	Unit 4	25%

The percentage of interest in the Common Areas and Facilities of each Unit shall not be altered except by an Amendment to the Declaration unanimously approved by all Unit Owners affected.

Subject to the rules and regulations promulgated from time to time by the Unit Owners Association or the Board of Managers, all Unit Owners and the lawful occupants may use the Common Areas and Facilities and the Limited Common Areas and Facilities in accordance with the purposes for which they are intended. However, such use shall not restrict, interfere with, or impede the use thereof by, or hinder or encroach upon the lawful rights of the other Unit Owners. All costs of administration, operation, maintenance, repair, replacement of and insurance for the Common Areas and Facilities shall be common expenses, except as specifically provided otherwise herein.

8. Unit Owners Association. Declarant has created or shall cause to be formed within the period of time provided by law an Ohio corporation, not for profit, to be called 1490 Cape Cod Drive Condominium Association, Inc., which shall administer the Condominium Property and be governed by Bylaws. Each Unit owner shall automatically be a member of the Association, which shall be for the administration of the Condominium Property. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Such membership shall terminate upon the sale or other disposition by a Unit Owner, at which time the new owner of such Unit automatically shall become a member of the Association. Each Unit shall be entitled to one (1) vote.

A. Board of Managers. The Association shall elect a Board of Managers consisting of five (5) members to serve for one (1) year terms, four (4) of whom shall be Unit Owners, each representing a different Unit to the extent possible. The Board shall have all

authority to manage, maintain, repair, replace, alter and improve the Common Areas and Facilities and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by this Declaration, the Bylaws, and by law, that are not specifically reserved to Unit Owners. The Board shall initially be those persons named as the initial Trustees of 1490 Cape Cod Drive Condominium Association, Inc. in its Articles of Incorporation. Upon the sale and conveyance of the first two Units, the Unit Owners Association shall meet and such Unit Owners shall elect two (2) members of the Board of Managers.

B. Authority of Declarant. Notwithstanding the foregoing, the Declarant may appoint and remove members of Board of Managers and other officers of the Unit Owners Association and may exercise the powers and responsibilities otherwise assigned by law or this Declaration to the Unit Owners Association, the Board of Managers, or other officers from the date of the establishment of the Unit Owners Association until the earlier of: 1) three (3) years, or 2) thirty (30) days after the sale and conveyance of the first three (3) Units to purchasers in good faith for value.

C. Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the general law, this Declaration and the Bylaws of the Association. Each Unit Owner or person entitled to occupy a Unit shall comply with the provisions of the general law, this Declaration, the Bylaws, decisions and resolutions of the Association, as lawfully amended from time to time, and failure to comply with such provisions or resolutions shall be grounds for an action to recover sums due for damages, or for injunctive relief.

9. Statutory Agent. The person to receive service of process for the Unit Owners Association shall be Walter W. Hunsinger, whose residence is 1902 Park Avenue East Mansfield, Ohio 44905.

10. Amendment of Declaration and Bylaws. This Declaration and the Bylaws of the Unit Owners Association may be amended upon the filing for record, with the Recorder of Richland County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument, unless otherwise herein expressly provided, shall have been duly executed by the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Unit Owners Association. Such amendment must be executed with the same formalities as this Declaration and must refer to the volume and page in which this Declaration and its attached exhibits are recorded and must contain an affidavit by the President of the Association that a copy of the amendment has been

mailed by certified mail to all mortgagees having bona fide liens of record against any Unit. No provision in this Declaration or the Bylaws of the Unit Owners Association may be amended, which after such amendment, would conflict with the provisions of Chapter 5311, Ohio Revised Code, nor may any amendment be made to the percentage interests in the Common Areas and Facilities without the prior unanimous approval of all Unit Owners.

11. Management, Maintenance, Repairs, Alterations and Improvements.

A. Association. Except as otherwise provided herein, the management, maintenance, repair, alteration and improvement of the Common Areas and Facilities and the structural elements of the Limited Common Areas and Facilities shall be the responsibility of the Unit Owners Association; provided, however, that the Association shall not be required to maintain, repair, or replace the furnaces, central air conditioners and water heaters that service each Unit. The Unit Owners Association shall delegate all or any part of its authority to discharge such responsibility to a Board of Managers. The cost of such repairs and restorations shall be paid from the proceeds of insurance, if any, payable because of such damage or destruction and the balance of the costs shall be a common expense. In the event of damage to or destruction of all or part of the Common Areas and Facilities, the damaged or destroyed part shall be repaired, restored or replaced promptly, unless the Unit Owners determine otherwise in accordance with Paragraph 14(D) hereof.

B. Unit Owner. The responsibility of each Unit Owner shall be as follows:

- (1) To maintain, repair and replace at his expense all portions of his Unit, (including without limitation all screens, doors, and windows including frames, sashes, jambs and hardware therefor), and all internal installations of such Unit such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries, and to do likewise with all non- structural elements of the Limited Common Areas and Facilities designated herein or by the Association for his use.
- (2) To maintain and repair all windows, doors, vestibules and entryways of his Unit, all associated structures and fixtures therein, which are appurtenances to his Unit, and the deck built for such Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such appurtenances.
- (3) To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building.

- C. Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the Unit, unless the written consent of the Association is obtained.
 - (1) To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.
 - (2) Not to make any alterations in the portions of the Unit or the building which are to be maintained by the Association or remove any portion thereof, or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Board of Managers of the Association, nor shall any Unit Owner impair any easement without first obtaining the written consents of the Association and the owner or owners for whose benefit such easement exists.

In the event a Unit Owner shall fail to make any such repair or perform such maintenance, or in the event the need for maintenance or repair of any part of the Common Areas or Limited Common Areas is caused by the negligent or intentional act of any Unit Owner or occupant, or any member of his household or any invitee, licensee or guest of such Unit Owner or occupant or member of his household, or occurs as a result of the failure of any Unit Owner or his, her, or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, and the cost of repair is not covered by insurance, the cost of such maintenance and repair shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit Owner. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board.

D. No Contract Liability of Association. Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Unit Owners Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from negligence.

E. Construction Defects. The obligation of the Unit Owners Association and of Unit Owners to repair, maintain and replace the portions of the Condominium Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Condominium Property. The undertaking of repair, maintenance or replacement by the Association or Unit Owners shall

not constitute a waiver of any rights against any warrantor but such rights shall be specifically reserved.

F. Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Unit Owners Association and/or any Unit Owner may be entitled to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of insurance coverage shall not excuse any delay by the Association or any Unit Owner in performing his obligation hereunder.

12. Easements.

A. Easements of Enjoyment - Limitations. Every Unit Owner shall have a right and easement of enjoyment in, over, and upon the Common Areas and Facilities and a right of access to and from his, her, or its Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Unit Owners Association to make reasonable rules and regulations concerning the use and management of the Common Areas and Facilities, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof. The Owner of each Unit shall have the permanent right and easement to and through the Common Areas and Facilities and walls to the use of water, sewer, power, television antenna, and other utilities now or hereafter existing within the walls, and further shall have an easement to hang pictures, mirrors and the like upon the walls of such Owner's Unit. Any Unit Owner may delegate that Unit Owner's right of enjoyment to the Common Areas and Facilities and to ingress to and egress to that Unit Owner's employees, agents, and representatives and to occupants.

B. Encroachments. In the event that, by reason of the construction, settlement or shifting of the building or by reason of the partial or total destruction and rebuilding of the building, any part of the Common Areas and Facilities presently encroaches or shall hereafter encroach upon any part of a Unit, or any part of a Unit presently encroaches or shall hereafter encroach upon any part of the Common Areas and Facilities, or if by reason of the design or construction of any Unit, it shall be necessary or advantageous to an Owner to use or occupy, for formal uses and purposes, any portion of the Common Areas and Facilities, consisting of unoccupied space within the building and adjoining the Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving either any other Unit or more than one Unit presently encroaches or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for the use of such

adjoining space are hereby established and shall exist for the benefit of such Unit and the Common Areas and Facilities, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event, shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Common Areas and Facilities if such encroachment occurred due to the willful conduct of said Owner.

C. Maintenance Easements. Each Unit shall be subject to easements for access arising from necessity of maintenance or operation of the entire building. Each Unit is subject to the right of access for the purpose of maintenance, repair or service of any Common Areas and Facilities located within its boundaries or of any portion of the Unit itself by persons authorized by the Unit Owners Association or the Board of Managers.

D. Easements for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line, or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements, and other portions of the Condominium Property.

E. Easements for Certain Utilities. The Association may hereafter grant easements on behalf of Unit Owners to entities for utility purposes for the benefit of the Condominium Property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Areas and Facilities; and each Unit Owner hereby grants, and the transfer of title to a Unit Owner shall be deemed to grant, the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such Unit Owner such instruments as may be necessary to effectuate the foregoing.

F. Easements Through Walls Within Family Units. Easements are hereby declared and granted to the Association to install, lay, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the Units, whether or not such walls lie in whole or in part within the Unit boundaries.

G. Easements to Run with Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, their heirs and assigns, and

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any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

H. Reference to Easements in Deeds. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed or conveyance or in any mortgage or trust deed or other evidence of obligation shall not defeat or fail to reserve said rights or easements, but same shall be deemed conveyed or encumbered along with the Unit.

13. Assessments and Lien of Association.

A. General. Assessments for the administration, operation, maintenance, repair, replacement of, and insurance of the Common Areas and Facilities and for the insurance of the Units, together with the payment of the common expenses, shall be made in the manner provided herein, and in the manner provided by the Bylaws. The common expenses shall be charged to the Unit Owners according to the percentages of interest in Common Areas and Facilities appurtenant to their respective Units.

B. Periodic Assessments. The Unit Owners Association or the Board of Managers shall prepare or cause to be prepared an estimated annual budget for each fiscal year of the Association. The amount, if any, by which the anticipated common losses (the amount by which the common expenses exceed the total income, rents, profits, receipts and revenues, if any, from the Common Areas and Facilities) for the next ensuing fiscal year which exceed the funds then on hand (excluding accrued reserves for future maintenance, repairs and replacements) shall be assessed against the Unit Owners in such proportion as is provided in the preceding paragraph. For purposes of this estimated budget and the resulting assessments, there may be included as part of the anticipated common losses adequate contributions to said reserve fund for the maintenance, repair and replacement of those portions of the Common Areas and Facilities which must be replaced on a periodic basis. The amounts so assessed shall be payable by the Unit Owners of the Association in monthly installments, or at such regular intervals as determined by the Board. In the event that during the course of any fiscal year it shall appear to the Board that the periodic assessments determined in accordance with the estimated annual budget for that year shall be insufficient to cover the estimated common expenses for the remainder of the year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of the year, and thereupon a supplemental assessment shall be made against each Unit Owner for his proportionate share of the supplemental budget.

All unexpended funds of the Association belong to the Unit Owners in proportion to the respective percentages of interest of their Units in the Common Areas and Facilities and such unexpended funds (excluding accrued reserves for future maintenance, repairs and replacements), together with the common profits, if any, shall be distributed to the Unit Owners in such proportion within thirty (30) days after the end of each fiscal year; provided, however, that the Board may retain from such funds an amount not exceeding the anticipated common losses, as defined above, for the next ensuing fiscal year, or any portion of those losses.

C. Special Assessments. In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct, or replace capital improvements on the Common Areas to the extent that reserves therefor are insufficient, provided that new capital improvements shall not be constructed nor funds assessed therefor without the prior consent of Unit Owners exercising no less than seventy-five (75%) percent of the voting power of Unit Owners. Any such assessment shall be prorated among all Units in proportion to their respective undivided interests in the Common Areas and Facilities, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

D. Special Individual Unit Assessment. The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs the responsibility of a Unit Owner, the cost of insurance premiums separately billed to a Unit Owner, and a Unit Owner's enforcement and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Board shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit Owner for his, her, or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common

Areas and Facilities attributable to that Unit. The calculation by the Board of the Units' shares of taxes and assessments shall be binding upon all Unit Owners.

E. Nonuse of Facilities. No Unit Owner may exempt himself from liability for contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by the abandonment of a Unit.

F. Lien of Association. The Unit Owners Association shall have a lien upon the estate or interest of the Owner and the appurtenant percentage of interest in the Common Areas and Facilities for the payment of the portion of the common expenses, periodic assessments, special assessments, and special individual unit assessments chargeable against the Unit that remains unpaid for ten (10) days after the portion has become due and payable. The lien is effective on the date a certificate of lien is filed for record in the Office of the Recorder of Richland County, Ohio, pursuant to authorization given by the Board of Managers. The certificate shall contain a description of the Unit, the name of the record owner and the amount of the unpaid portion of the common expenses, periodic assessments, special assessments and special individual unit assessments and shall be subscribed by the president or other chief Officer of the Unit Owners Association. The lien is valid for a period of five (5) years from the date of filing, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge the lien as hereinafter provided. In addition, the Owner of a Unit and any occupant thereof shall be personally liable for such expenses chargeable for the period of ownership or occupancy.

G. Priority of Association's Lien. The lien of the Unit Owners Association referred to above is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages that have been filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Unit Owners Association by its President or other chief Officer pursuant to authority given to him by the Board of Managers. In the foreclosure action, the Owner of the Unit affected shall be required to pay a reasonable rental for the Unit during the pendency of the action and the Plaintiff in the action is entitled to the appointment of a receiver to collect the rental. In the foreclosure action, the Unit Owners Association, or its agent duly authorized by action of its Board of Managers, is entitled, unless otherwise prohibited herein or in the Bylaws, to become a purchaser at the foreclosure sale.

H. Dispute as to Common Expenses. A Unit Owner who believes that the portion of the common expenses chargeable to his Unit, for which a certificate of lien has been filed by the Unit Owners Association pursuant to this Declaration, has been improperly charged against him or his Unit, may commence an action for the discharge of the lien in the Court of Common Pleas of Richland County, Ohio.

I. Liability for Assessments Upon Conveyances. In a conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor and his Unit for his share of common expenses and assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall be entitled to a statement from the Board of Managers of the Unit Owners Association, setting forth the amount of all unpaid assessments against the grantor due the Association, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement. As used in this paragraph, "grantor" shall include a decedent, and "grantee" shall include a legatee or intestate heir of said decedent.

14. Hazard Insurance.

A. Special Form Coverage Insurance. The Association, as a common expense, shall obtain, for the benefit of all Owners, insurance on all buildings, structures or other improvements now or at any time hereafter constituting a part of the Condominium Property against loss or damage by fire, lightning and such perils as are, at this time, comprehended within the term "special form coverage", and vandalism and malicious mischief in an amount not less than eighty percent (80%) of the replacement value thereof. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to, the Association, as Trustee for each of the Unit Owners in accordance with the percentage ownership in the Common Areas and Facilities set forth herein. Such policy shall also provide coverage for the originally installed fixtures, for floor coverings and for the following appliances, whether built-in or otherwise: stove, refrigerator, dishwasher, microwave, garbage disposal, in an amount not less than eighty percent (80%) of the replacement value thereof.

Such insurance by the Association shall be without prejudice to the right of the Owner of a Unit to obtain individual contents or chattel property insurance, but no Unit Owner may, at any time, purchase individual policies of insurance on his Unit or his interest in

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the Common Areas and Facilities as real property, unless the Association shall be named insured in such policy, and be advised of the same.

Such policy of insurance may contain an endorsement recognizing the interest of any mortgagee or mortgagees of any Unit.

Such policy shall also provide for the release by the issuer thereof of any and all rights of subrogation or assignment, and all causes and rights of recovery against any Unit Owner, member of his family, his tenant, or other occupant of the Condominium Property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

B. Sufficient Insurance. In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Unit Owners Association and the insurance proceeds shall be applied by the Association in payment therefor; provided, however, that in the event, within thirty (30) days after such damage or destruction, the Unit Owners, if they become entitled to do so, as hereinafter set forth, shall elect to sell the Condominium Property or to withdraw the same from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

C. Insufficient Insurance. In the event the improvements forming a part of the Condominium Property, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against or if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners shall, within ninety (90) days after such damage or destruction, if they are entitled to do so, as hereinafter set forth, elect to withdraw the property from the provisions of this Declaration, such repair, restoration or reconstruction of the Units so damaged or destroyed shall be undertaken by the Association at the expense of the Owners of the Units so damaged or destroyed in the same proportions which the cost of repair, restoration or reconstruction of such Unit, together with its Limited Common Areas and Facilities so damaged or destroyed, bears to the total cost of repair, restoration or reconstruction for all such Units, and Limited Common Areas and Facilities, and such repair, restoration or reconstruction of all or any part of the Common Areas and Facilities shall be undertaken by the Association at the expense of all

the Owners of Units in the same proportions in which they shall own the Common Areas and Facilities. Should any Unit Owner refuse or fail, after reasonable notice, to pay his share of such cost in excess of available insurance proceeds, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such Owner and such assessments shall have the same effect and force, and, if not paid, may be enforced in the same manner as hereinbefore provided for the nonpayment of assessments.

To determine the share of each Unit Owner of the cost in excess of the available insurance proceeds, the following principles shall govern:

- (1) The cost of repair, restoration or reconstruction of all uninsured and underinsured (to the extent of such underinsurance), damage or destruction to Units and Limited Common Areas and Facilities appertaining thereto shall be borne by the Unit Owner.
- (2) The cost of repair, restoration or reconstruction of the uninsured and underinsured (to the extent of such underinsurance), damage or destruction of Common Areas and Facilities shall be borne by the Unit Owners in proportion to their respective percentages of interest in Common Areas and Facilities.
- (3) All insured, damaged or destroyed portions of the Condominium Property shall be deemed underinsured in the same proportion.

The term "uninsured damage or destruction" as used herein shall mean loss occurring by reason of a hazard not covered by the insurance policies of the Association. The term "underinsured damages or destruction" as used herein shall mean loss occurring by reason of a hazard covered by the insurance policies of the Association, but for which the proceeds are insufficient to cover the cost of repair, restoration or reconstruction.

The final determination made with the insurers as to insured, uninsured and underinsured damage or destruction shall govern.

D. Non-restoration of Damage or Destruction. In the event of substantial damage to or destruction of one or more of the Units, the Unit Owners, by the affirmative vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, may elect not to repair or restore such damage or destruction. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election by agreement of all Unit Owners, the net proceeds of the sale, together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in

proportion to their respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and encumbrances on his Unit have been paid, released or discharged.

15. Liability Insurance. The Association, as a common expense, shall insure itself, the Board of Managers, all Unit Owners and members of their respective families and other persons residing with them in the Condominium Property, their tenants, and all persons lawfully in possession or control of any part of the Condominium Property against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Areas and Facilities, such insurance to afford protection to a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to bodily injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one occurrence, and to the limit of not less than Fifty Thousand Dollars (\$50,000.00) in respect to damage to or destruction of property arising out of any one accident.

Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual Units, or Limited Common Areas and Facilities appertaining thereto.

16. Rehabilitation and Renewal of Obsolete Property. The Association may, by the affirmative vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board of Managers of the Association shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. In consideration of the conveyance to the Association of his Unit (including without limitation all screens, doors, and windows including frames, sashes, jambs and hardware therefor), subject to such liens and encumbrances hereinafter referred to, any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President of the Association within five (5) days after receiving notice of such vote, to receive the fair market value of his Unit, plus such Owner's pro-rata share of any undistributed profits accrued to the date of such vote, less the sum of the following:

- A. The amount of any liens and encumbrances thereon as of the date such vote is taken.

- B. The amount of any liens and encumbrances arising out of actions of said Unit Owner filed during the period from the date of such vote to the date of conveyance.
- C. The amount of any liens and encumbrances thereafter arising because of unpaid common expenses of the Association accruing prior to the date of such vote.
- D. The amount of any common expenses accruing prior to the date of such vote, whether assessed or not assessed.

In the event of such election, such conveyance and payment of the consideration therefor, which shall be a common expense to the Unit Owners who have not so elected, shall be made within thirty (30) days thereafter, and if such Owner and a majority of the Board of Managers of the Association cannot agree upon the fair market value of such Unit, such determination shall be made by the majority vote of three (3) appraisers, one of which shall be appointed by such Unit Owner, one of which shall be appointed by the Board of Managers, and the third of which shall be appointed by the first two appraisers.

17. Utility Services. Each Unit Owner, by acceptance of a deed to a Unit, agrees to pay for utility services separately metered or separately charged by the utility company to that Unit. Any utility service which is not separately metered shall be a common expense and paid by the Association.

18. Condemnation. In the event any Unit or the Common Areas and Facilities, or any portion thereof, are made the subject matter of any condemnation or eminent domain proceeding or are otherwise sought to be acquired by a condemning authority, the holders of first mortgages on the interests taken will have first priority, to the extent of their respective interests, with respect to distribution to such Unit of the net proceeds of any award or settlement. Each Unit Owner shall give the holder of a first mortgage on that Owner's Unit timely written notice of such proceeding or proposed acquisition.

19. Notices to Mortgagees. Any holder or insurer of a first mortgage, upon written request to the Association (which request states the name and address of such holder or insurer and the Unit designation), shall be entitled to timely written notice by the Association of:

- A. Any proposed amendment of the Condominium organizational documents effecting a change in (1) the boundaries of any Unit, (2) the undivided interest in the Common Areas and Facilities appertaining to any Unit or the liability for common expenses appertaining to any Unit, or (3) the purposes which any Unit or the Common Areas and Facilities are restricted;

- B. Any proposed termination of the Condominium as a condominium regime;
- C. Any condemnation or eminent domain proceeding affecting the Condominium Property or any part thereof, of which the Board obtains notice;
- D. Any significant damage or destruction to the Common Areas and Facilities;
- E. Any decision by the Association not to restore substantial damage or destruction;
- F. Any decision by the Association to renew or rehabilitate the Condominium Property;
- G. Any decision by the Association to construct new capital improvements not replacing existing improvements;
- H. Times and places of Unit Owners' meetings;
- I. Any default under the Condominium organizational documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such holder or insurer, when the default has not been cured in sixty (60) days.

20. Condominium Instrument Requirements.

A. General. The Condominium Act requires that certain information be provided in the Condominium instruments. Much of this is provided elsewhere in the Condominium organizational documents and in other documents, but in order that all such information be provided in this Declaration, various items of that information are set forth in the following paragraphs.

B. Deposits. Any deposit or downpayment made in connection with a sale of a Unit by the Declarant or its agent will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. If, in the case of any such sale, a deposit or downpayment of \$2,000.00 or more is held for more than ninety (90) days, interest at the rate of at least four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to the buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to the Declarant. Deposits held in trust or escrow pursuant to sales by the Declarant or its agent shall not be subject to attachment by creditors of the Declarant or the buyer.

C. Association Control. Except in its capacity as a Unit Owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Areas and Facilities after control of the Association is assumed by the Association. The Owners of

Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Areas and Facilities, as elsewhere provided herein, in compliance herewith and with the requirements of the Condominium Act. Neither the Association nor the Unit Owners will be subject to any management contract or agreement executed prior to the assumption of control of the Association by Unit Owners other than the Declarant for more than one year subsequent to that assumption of control unless such a contract or agreement is renewed by a vote of the Unit Owners pursuant to the provisions of the By-Laws.

D. Limited Warranty. Following are the limited warranties (and limitations thereon) which the Declarant gives to the buyers of a Unit from it, which are not enforceable by the buyers unless and until the sale of the Unit to the buyers is closed.

- (1) Units. Except as provided in subparagraph (5)(c) below, the Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to the Unit, occasioned or necessitated by a defect in material or workmanship, that arises within a period of one year from the date the deed to the buyers for that Unit is filed for record.
- (2) Common Areas and Facilities. The Declarant warrants to provide and pay for the full cost of labor and materials for any repair or replacement of the roof and structural components, and mechanical, electrical, plumbing and common service elements serving the Condominium as a whole, occasioned or necessitated by defects in material or workmanship, that arise within a period of two years from the date the deed is filed for record following the sale of the first unit in the Condominium to a purchaser in good faith for value.
- (3) Appliances, etc. In the case of ranges, refrigerators, disposals, and other appliances, if any, installed and furnished by the Declarant as part of the Unit, the Declarant assigns to the buyers all express and implied warranties of the manufacturer, and the Declarant's warranty with respect to such items is limited to the Declarant's warranty that the same have been properly installed.
- (4) Extended Warranties. The Declarant assigns to the buyers any warranties made to the Declarant that exceed the time periods for warranties that the Declarant has given to the buyers by this limited warranty.
- (5) Limitations:
 - (a) No responsibility is assumed for damage from any cause, whatsoever, other than to repair or replace, at the

Declarant's cost, items containing defects covered by the Declarant's warranty.

- (b) No responsibility is assumed for consequential or incidental damage, except to the extent, if any, not permitted to be excluded or limited by law.
 - (c) Implied warranties, if any, are limited to one year from the date on which the unit is deeded to the buyers, except to the extent, if any, that limitation is not lawful.
 - (d) These written warranties are the only express warranties the Declarant gives to the buyers unless additional warranties are included in a written contract between the Declarant and the buyers.
 - (e) Any request for service must be sent in writing to the Declarant at 1902 Park Avenue East, Mansfield, Ohio 44905, or at such other address as the Declarant may designate, from time to time, in writing to the buyers. The Declarant or the Declarant's designated representative will commence performance of the Declarant's obligations under this warranty within thirty (30) days after receipt of the buyers' request for service, and complete the same as soon as reasonably possible. All repairs and adjustments will be made Monday through Friday, 8:00 a.m. to 5:00 p.m.
- (6) Other Rights. This written limited warranty gives the buyers specific legal rights and the buyers may also have other legal rights under the law.

E. Declarant's Obligations. The Declarant will assume the rights and obligations of a Unit Owner in its capacity as Owner of Units not yet sold, including, without limitation, the obligation to pay common expenses attaching to such Units, from the date this Declaration is filed for record.

21. General Provisions.

A. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens, and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

B. Enforcement. In addition to any other remedies provided in this Declaration, the Declarant (only with respect to those rights directly benefiting the Declarant),

the Association, and each Unit Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges set forth herein or in the By-Laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by the Declarant, the Association, or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien, or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium organizational documents, rules, and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit Owner or occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

C. Severability. Invalidation of any one or more of these covenants, conditions, restrictions, or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provision of the Declaration, which provisions shall remain in full force and effect.

D. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, or men or women, shall in all cases be assumed as though in such case fully expressed.

E. Captions. The captions of the various provisions of the Declarations are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

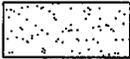
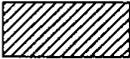
WALTER W. & LINDA KHUNSINGER
O.R.V. 318/46

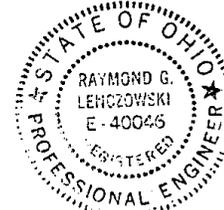
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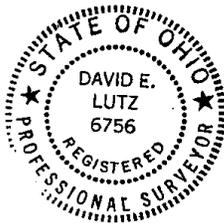


-  DESIGNATED UNITS
-  LIMITED COMMON AREA
-  COMMON AREA



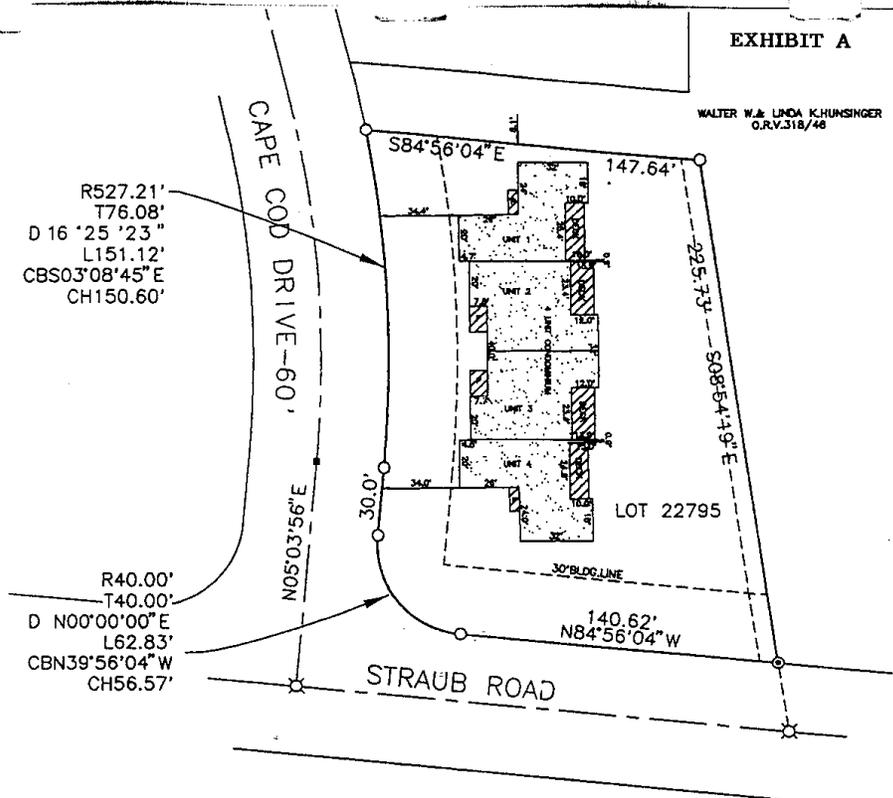
ENGINEER'S CERTIFICATE: I HEREBY CERTIFY THAT THE LAYOUT, LOCATION, BUILDING DESIGNATION AND DIMENSIONS OF EACH BUILDING AND EACH UNIT AND OF THE COMMON AREAS SHOWN HEREIN ON THIS PLOT PLAN ARE CORRECT AS CONSTRUCTED TO THE BEST OF MY KNOWLEDGE.

Raymond G. Lenczowski
RAYMOND G. LENCZOWSKI
OHIO REGISTERED ENGINEER NO. 40046



SURVEYOR'S CERTIFICATE: I HEREBY CERTIFY THAT THE LAYOUT, LOCATION, BUILDING DESIGNATION AND DIMENSIONS OF EACH BUILDING AND EACH UNIT AND OF THE COMMON AREAS SHOWN HEREIN ON THIS PLOT PLAN ARE CORRECT AS CONSTRUCTED TO THE BEST OF MY KNOWLEDGE.

David E. Lutz
DAVID E. LUTZ
OHIO REGISTERED SURVEYOR NO. 6756



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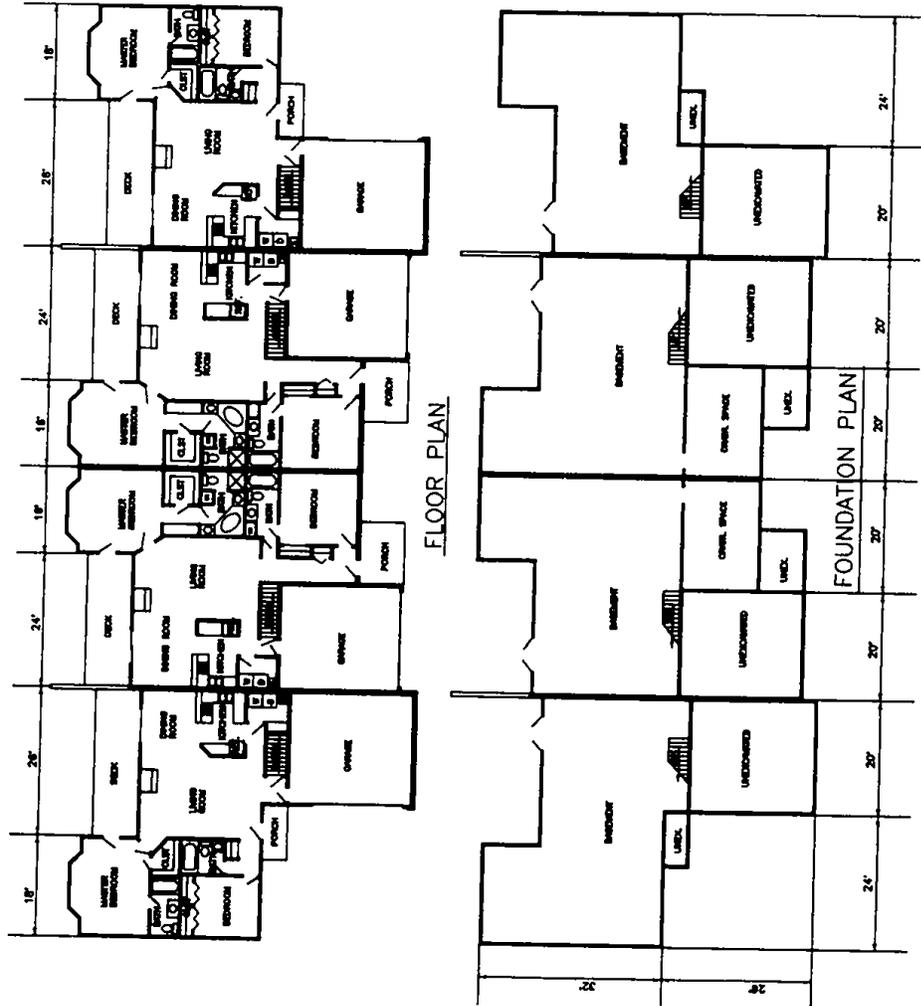
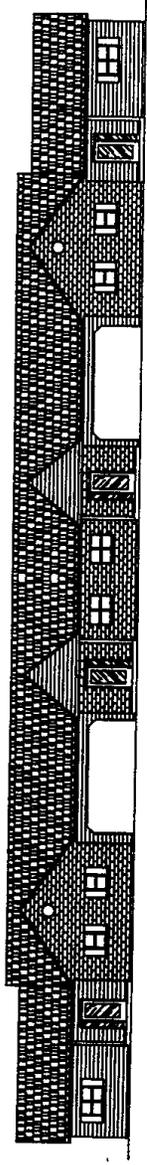
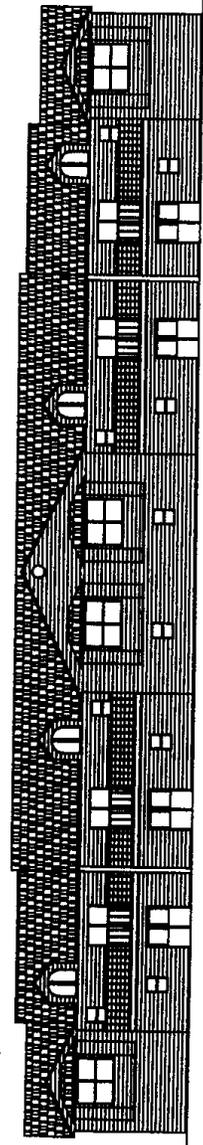


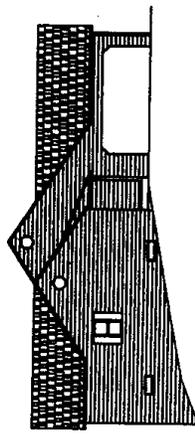
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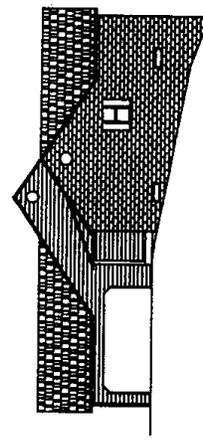
WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

EXHIBIT A

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BYLAWS OF
1490 CAPE COD DRIVE CONDOMINIUM ASSOCIATION, INC.
UNIT OWNERS ASSOCIATION

ARTICLE I

NAME AND PURPOSE

1.01 The name of this Association shall be 1490 CAPE COD DRIVE CONDOMINIUM ASSOCIATION, INC., and its sole purpose shall be to manage, govern and control the 1490 CAPE COD DRIVE CONDOMINIUM in accordance with and to carry out the purpose and intent of Ohio Revised Code 5311.

ARTICLE II

MEMBERSHIP

2.01 Each Unit owner shall be a member of 1490 CAPE COD DRIVE CONDOMINIUM ASSOCIATION, INC.

ARTICLE III

VOTERS

3.01 Each Owner shall have voting power in proportion to such Unit Owner's percentage of interest in the Common Areas and Facilities.

3.02 This voting power can be exercised by the Owner, or Owners, of a Unit, his or her heirs, assigns or personal representative.

ARTICLE IV

MEETINGS

4.01 There shall be an Annual Meeting of the Unit Owners held in Richland County, Ohio, within the first twenty-one (21) days of January of each year, at a place and time determined by the Board of Managers then in office.

4.02 At the Annual Meeting, the Unit Owners shall elect the necessary member or members to the Board of Managers for the year following.

4.03 At the Annual Meeting, any matters concerning the welfare of The Association may be discussed and referred to the Board of Managers for proper action.

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4.04 At the Annual Meeting, the President, Vice President, Secretary, and Treasurer shall submit reports in writing for the year just ending, which reports shall be read to the Unit Owners.

4.05 Special meetings may be called by the President, Vice President, Secretary, or Treasurer or by Unit Owners constituting at least thirty-three and one-third per cent (33 1/3%) of the voting power by written notice, mailed or delivered in person to each Unit Owner at least five (5) days before the time and place for such meeting, as shown in such notice. Notice of such meeting may be waived in writing.

4.06 Annual and special meetings shall be presided over and conducted by the President, or in his absence, the Vice President or Secretary- Treasurer, in that order.

4.07 To constitute a quorum at the annual or any special meetings, at least fifty percent (50%) of the voting power must be present at such meeting.

ARTICLE V

BOARD OF MANAGERS

5.01 Except as limited by the Declaration, these Bylaws or by law, the Unit Owners Association shall be governed by a Board of Managers consisting of at least three (3) members, all three (3) of whom shall be the Owner of an interest in a Unit of the Condominium Property to the extent possible, with each representing a different Unit, unless the Owner of any Unit relinquishes such opportunity.

5.02 The first Board shall consist of three (3) members for a term of one (1) year, unless removed or replaced earlier pursuant to the Declaration. Each Board Member shall hold office until the expiration of the term for which he shall have been elected and shall continue in office until his successor shall have been duly elected and qualified.

5.03 The member or members of the Board of Managers shall be elected at the Annual Meeting of the Unit Owners and shall be elected by a plurality of voting power.

5.04 In case of any vacancy in the Board of Managers through death, resignation or disqualification, the remaining managers, though less than a majority of the whole Board, by affirmative vote of a majority shall elect a successor to hold office for the unexpired

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portion of the term of the Manager whose place shall be vacant and until the election and qualification of a successor.

5.05 A majority of the Managers in office at the time shall constitute a quorum at all meetings thereof.

5.06 The Board of Managers may hold its meeting at such place or places within the County of Richland in the State of Ohio, but not elsewhere, as the Board may, from time to time, designate.

5.07 The Board of Managers, as such, shall not receive any stated salary for their services but, on a vote of not less than sixty-six and two-thirds per cent (66 2/3 %) of the voting power of the Unit Owners Association, may receive a fixed sum for expenses of attendance, if any, at each meeting, regular or special, provided that nothing herein contained shall be construed to preclude any Board Member from serving the Association in any other capacity and receiving compensation therefor. Members of either executive or special committees may be allowed such compensation as the Board of Managers may determine for attending committee meetings.

5.08 Meetings of the Board of Managers shall be held on such dates as the Board may designate and shall be called by the Secretary and held by the request of the President or any three (3) of the members of the Board of Managers.

ARTICLE VI

OFFICERS

6.01 At the first meeting of the Board of Managers in each year (at which a quorum shall be present) held next after the Annual Meeting of the Unit Owners Association, the Board of Managers shall elect Officers of the Association, and designate and appoint such subordinate officers and employees as it shall determine. They may also appoint an executive committee or special committees and may employ a managing agent or custodian and define his salary duties.

6.02 The Officers of this Association shall be a President, Vice President, Secretary, and Treasurer, all of whom shall be members of the Board of Managers. They shall be elected for a term of one (1) year by the Board of Managers and serve until their

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successors are elected and qualified. One person may hold more than one, but no more than two offices.

6.03 Any Officer or employee elected or appointed by the Board of Managers, other than a Board Member, may be removed at any time upon a vote of a majority of the whole Board of Managers.

6.04 The President shall conduct all meetings of the Association and the Board of Managers, the Vice President shall act in the absence of the President, the Secretary shall keep the minutes of Association and Board of Managers’ meeting, and the Treasurer shall handle the financial affairs of the Association, including deposits of funds, and shall write and sign checks for the legitimate expenses of the Association as authorized by the Board of Managers, and prepare and maintain the records required by Revised Code 5311.09.

ARTICLE VII

COMMON EXPENSES, PROFITS AND LOSSES

7.01 Common expenses shall include: fire and extended coverage insurance; water, electricity and other utilities in Common Areas and Facilities but not in Units; liability insurance for Unit Owners and their tenants; costs of administration, maintenance, repair, rehabilitation and replacement of Common Areas and Facilities; and such other items as may, from time to time, be determined by a majority of the Board of Managers.

7.02 The Board of Managers shall, from time to time, determine the financial requirements to defray the common expenses set forth in Article VII, Section 7.01, and make an assessment to be paid by the Owner or Owners of each Unit each month, or such other regular intervals as determined by the Board of Managers, to the Treasurer of the Association for meeting such common expenses in accordance with each Unit Owner’s percentage of interest in Common Areas and Facilities.

7.03 The Board of Managers may retain and pay a qualified accountant to handle the collection of assesments, keeping of all records and payment of obligations of the Association. If such accountant is so retained as herein provided, his work shall be under the supervision of the Treasurer and he shall be accountable to the Board of Managers.

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7.04 Common profits and common losses defined by Revised Code 5311.01 shall be distributed to and borne by the respective Unit Owners in proportion to their respective percentages of interest in Common Areas and Facilities. Such common profits and losses, if any, shall be determined by the Board of Managers at the end of each year and such common profits may be distributed or retained as a reserve by a majority decision of the Board of Managers. Common losses shall be recovered by assessment in accordance with Article VII, Section 7.02.

ARTICLE VIII

ADMINISTRATIVE RULES AND REGULATIONS

8.01 The Unit Owners Association and/or the Board of Managers may adopt administrative rules and regulations governing the operation and use of the Condominium Property not in conflict with the Declaration or these Bylaws by a majority vote. Rules and regulations adopted by the Unit Owners Association shall take precedence over inconsistent rules and regulations adopted by the Board of Managers.

8.02 Such rules and regulations may be amended from time to time by a majority vote of the members of the Board of Managers or by a vote of at least sixty-six and two-thirds per cent (66 2/3%) of the voting power of the Unit Owners Association at the Annual Meeting or at a special meeting of the same.

ARTICLE IX

USE OF UNIT AND COMPLIANCE WITH BYLAWS

9.01 Each Unit shall be used and occupied only as a private dwelling by Owner or his tenant. Each Unit or any part thereof shall not be used for any other purpose. Each Owner or his tenant, or any other occupant of the Unit, shall respect the comfort and peace of mind of his neighbors, as well as other occupants of the Condominium. Each Owner shall not do, or permit to be done, or keep in the Unit, anything which will increase the rate of fire insurance for the Condominium or do or suffer to be done any act or thing which shall be a nuisance, annoyance, inconvenience or damage to the Unit or any occupants of the Condominium.

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ARTICLE X

UNIT OWNERSHIP

10.01 Ownership of a Unit includes the right to exclusive possession, use and enjoyment of the surfaces of all its perimeter walls, floors and ceilings and of all supporting walls, fixtures and other parts of the building within its boundaries, as well as patio or garage belonging to such Unit, including the right to paint, tile, wax, paper or otherwise finish, refinish or decorate the same.

10.02 Each Unit shall be subject to the right of access for the purpose of maintenance, repair or service of any Common Area and Facilities located within its boundaries or of any portion of the Unit itself by persons so authorized by the Board of Managers of the Unit Owners Association. No maintenance, repair or service of any portion of a Unit shall be authorized, however, unless the same is necessary in the opinion of said Board of Managers for public safety or in order to prevent damage to or destruction of any other part of the Condominium Property.

ARTICLE XI

FIRE LOSS, DESTRUCTION, OBSOLESCENCE AND REHABILITATION

11.01 Loss by fire, destruction or change occasioned by obsolescence or requiring rehabilitation or abandonment of a Unit or the entire Condominium shall be effected as provided by Revised Code 5311, as amended from time to time.

ARTICLE XII

NOTICES AND DEMANDS

12.01 Any notice by the Board of Managers to a Unit Owner shall be deemed to be duly given, and any demand upon him shall be deemed by him to have been duly made, if delivered in writing to him personally, or if mailed by registered letter in any post office, addressed to him at the Unit owned by such Unit Owner, and any notice by a Unit Owner to the Board of Managers shall be deemed to be duly given and any demand upon the Board of Managers shall be deemed to have been duly made, if in writing and delivered to an Officer of the Unit Owners Association.

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ARTICLE XIII

REMEDIES FOR VIOLATION OF BYLAWS, ETC.

13.01 All Unit Owners, their tenants and all persons lawfully in possession and control of any part of the Condominium Property shall comply with all covenants, conditions and restrictions set forth in the deed to which they are subject and in the Declaration, these Bylaws, the administrative rules and regulations, as amended from time to time, and violations thereof shall be grounds for action for damages or injunctive relief, or both, and may be brought by the Unit Owners Association, by a Unit Owner or Owners, or both.

ARTICLE XIV

DEFINITION

14.01 Whenever "Unit" is used in these Bylaws, it includes the Unit and its percentage of interest in Common Areas and Facilities as set forth in the Declaration.

14.02 The provisions of Revised Code Chapter 5311 are, where pertinent and necessary to cover matters not herein covered, made a part of these Bylaws by reference.

ARTICLE XV

AMENDMENT

15.01 These Bylaws may be amended from time to time at an Annual or special meeting of the Unit Owners Association by an affirmative vote of not less than seventy-five percent (75%) of the Unit Owners in terms of each Unit Owner's percentage of interest in the Common Areas and Facilities.

IN WITNESS WHEREOF, the said undersigned Owner of all Units in the 1490 CAPE COD DRIVE CONDOMINIUM, does hereby adopt these Bylaws, this 18th day of June, 1997.

Signed and acknowledged
in the presence of:

Reese F. Mills
Reese F. Mills
Carol A. Fry
Carol A. Fry

OWNERS

Walter W. Hunsinger
WALTER W. HUNSINGER
Linda K. Hunsinger
LINDA HUNSINGER

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STATE OF OHIO)
) SS:
COUNTY OF RICHLAND)

Before me, a Notary Public in and for said county and state, personally appeared the above-named WALTER W. HUNSINGER and LINDA HUNSINGER, Husband and Wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In testimony whereof, I hereunto set my hand and official seal this 18th day of June, 1997.

Carol A. Fry
Carol A. Fry, Notary Public
My Commission expires 3/29/99

